

INTERNET
FORM NLRB-501
(0-07)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C 3512

2nd Amended

DO NOT WRITE IN THIS SPACE

Case 19-CA-218394

Date Filed 4-13-2018
1st Amd: 5-7-2018
2nd Amd: 6-29-2018**INSTRUCTIONS:**

File an original together with four copies and a copy for each additional charged party named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Smokey Point Behavioral Hospital		b. Number of workers employed 100
c. Address (Street, city, state, and ZIP code) 39955 156th St NE Marysville, WA 98271	d. Employer Representative John Beall, CNO Jamie Beer, HR	e. Telephone No. 844-202-5555 Fax No. jbeer@smokeypointbehaviora
f. Type of Establishment (factory, mine, wholesaler, etc.) Healthcare	g. Identify principal product or service Healthcare	
h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

- 1) Discriminatorily enforced a no-solicitation policy.
- 2) Discriminatorily terminated employees in retaliation for protected and other concerted activities including but not limited to the termination on or about (b)(6), (b)(7)(C) 2018 of: (b)(6), (b)(7)(C)
- 3) Used surveillance of pro-union employees concerted activity to create a chilling effect on union activity.
- 4) Interrogated workers about thier support for the union.
- 5) Employer has created the impression of surveillance of protected activities.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

SEIU Healthcare 1199NW

4a. Address (Street and number, city, state, and ZIP code)
15 South Grady Way, Ste 200
Renton, WA 980574b. Telephone No.
425-306-2802
Fax No.
425-917-9707**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employee International Union****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By (signature of representative or person making charge)

(b)(6), (b)(7)(C)

(Print type name and title or office, if any)

15 South Grady Way, Ste 200, Renton, WA 98057

(fax) 425-917-9707

Address

425-306-2802

(Telephone No.)

6/29/2018

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Smokey Point Behavioral Hospital

Case 19-CA-218394

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all locations where notices to employees are customarily posted at the Charged Party's facility located at 3955 156th Street NE, Marysville, WA 98271. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who have worked at the Charged Party's facility located at 3955 156th Street NE, Marysville, WA 98271, at any time since February 1, 2018. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Case 19-CA-218394." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at james.lorang@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this Agreement, the Charged Party will make whole the employees named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.¹

(b)(6), (b)(7)(C): \$6,111.80 net backpay + \$10.12 interest on backpay + \$2,100 other make whole (car repossessed; locked out of bank account) =

\$8,221.92 backpay
+ \$10,000.00 frontpay in lieu of reinstatement
= **\$18,221.92 total**

(b)(6), (b)(7)(C) \$2,757.28 net backpay + \$4.57 interest on backpay + \$2,260.74 other interim expenses (daycare during and mileage to/from job interviews; increased commute mileage to new job) =

\$5,022.59 backpay
+ \$10,000.00 frontpay in lieu of reinstatement
= **\$15,022.59 total**

¹ These backpay figures are calculated through approximately Friday, July 27, 2018. Absent settlement by that date, they will have to be recalculated.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) \$4,143.24 net backpay + \$8.92 interest on backpay =
\$4,152.16 backpay
+ \$10,000.00 frontpay in lieu of reinstatement
= \$14,152.16 total

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party within twelve (12) months from the date this Agreement is approved by the Regional Director, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full

(b)(6), (b)(7)(C)

remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Smokey Point Behavioral Hospital	Charging Party SEIU Healthcare 1199NW
By: Name and Title Date /s/ Ross Gardner 7/26/18	By: Name and Title Date (b)(6), (b)(7)(C) 7/27/2018
Print Name and Title below Ross Gardner Attorney for Charged Party	Print Name and Title below (b)(6), (b)(7)(C)
Recommended By: Date Elizabeth H. Devleming 7/27/18 ELIZABETH H. DEVLEMING Field Attorney	Approved By: Date Ronald K. Hooks 7/27/18 RONALD K. HOOKS Regional Director, Region 19

Acting

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT engage in surveillance to find out about your union and/or protected, concerted activities.

WE WILL NOT make it appear to you that we are engaging in surveillance to observe your union and/or protected, concerted activities.

WE WILL NOT ask you about your support for a union.

WE WILL NOT discriminatorily enforce our solicitation policy by forbidding you from discussing and/or "soliciting" support for a union at work while allowing you to engage in other non-work-related discussions and solicitation.

WE WILL NOT discharge you because of your union membership or support.

WE WILL pay our former employees (b)(6), (b)(7)(C) for the wages and other benefits they lost because we discharged them.

WE HAVE offered our former employees (b)(6), (b)(7)(C) front-pay in lieu of immediate and full reinstatement to their former jobs, and they have accepted.

WE WILL remove from our files all references to the discharges of our former employees (b)(6), (b)(7)(C) and **WE WILL** notify them in writing that this has been done and that their discharges will not be used against them in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Smokey Point Behavioral Hospital
(Employer)

(b)(6), (b)(7)(C)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

915 2nd Ave Ste 2948
Seattle, WA 98174-1006

Telephone: (206)220-6300
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(b)(6), (b)(7)(C)

